

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION  
CASE NUMBER:**

American Reliable Insurance Company,

Plaintiff,

v.

MARTINEZ CONCRETE, LLC;  
MARTINEZ CONCRETE  
CONSTRUCTION, LLC;  
RAM CONSTRUCTION SC, LLC a/k/a RAM  
Construction, Inc. a/k/a RAM Construction;  
and  
DEL WEBB AT CANE BAY  
ASSOCIATION, INC.,

Civil Action No. 2:24-cv-03474-BHH

**COMPLAINT  
(Declaratory Judgment)  
(Non-Jury)**

Defendants.

The Plaintiff seeks declaratory relief to determine the rights of the parties. Plaintiff American Reliable Insurance Company (“American Reliable”), with regard to the above-named Defendants, would respectfully allege and show as follows:

**JURISDICTION**

1. American Reliable is an insurance company organized and existing under the laws of the State of Arizona with its principal place of business in Arizona; American Reliable is authorized to transact business in the State of South Carolina.
2. Upon information and belief, Defendant MARTINEZ CONCRETE, LLC was a limited liability company organized on February 23, 2015 and dissolved March 18, 2022 under the laws of the State of South Carolina, and its principal place of business was in South Carolina.

3. Upon information and belief, Defendant MARTINEZ CONCRETE CONSTRUCTION, LLC is a limited liability company organized and existing under the laws of the State of South Carolina with its principal place of business in South Carolina.

4. Several other entities with similar names, “MARTINEZ CONCRETE LLC” (organized May 17, 2021); “Martinez Concrete LLC” (organized April 6, 2022); “MARTINEZ CONCRETE & CONSTRUCTION LLC” (organized February 5, 2021); and “MARTINEZ CONCRETE & CONSTRUTION LLC” (organized February 5, 2021) are listed on the South Carolina Secretary of State Business Search website. However, these entities do not appear to have been formed until after the relevant time period.

5. Upon information and belief, Defendant RAM CONSTRUCTION SC, LLC a/k/a RAM Construction, Inc. a/k/a RAM Construction (hereinafter “RAM”) is a limited liability company organized and existing under the laws of the State of South Carolina with its principal place of business in South Carolina.

6. Upon information and belief, Defendant DEL WEBB AT CANE BAY ASSOCIATION, INC. (hereinafter “Cane Bay”) is a not-for-profit corporation organized and existing under the laws of the State of South Carolina with its principal place of business in South Carolina.

7. Upon information and belief, Cane Bay is charged with the duties to repair and maintain the common areas of a residential community known as Dell Webb at Cane Bay that is located in Berkeley County, South Carolina.

8. This action is brought under the provisions of the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 *et seq.* and Rule 57, Fed. R. Civ. P.; there is a real and justiciable controversy between the parties, and by these proceedings American Reliable asks this Court to inquire into and declare the rights and obligations of the parties hereto arising out of the facts set forth below.

9. The amount in controversy exceeds Seventy-Five Thousand and No/100 (\$75,000.00) Dollars, exclusive of interests and costs, and there is complete diversity of citizenship; therefore, this Court has jurisdiction to hear this matter under 28 U.S.C. §1332(a)(1).

10. Venue is proper in this Court under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the claim occurred in this District, or a substantial part of property that is the subject of the action is situated in this District.

### **FACTUAL ALLEGATIONS**

11. American Reliable Casualty Company issued Commercial General Liability (CGL) policy number HGL 02250501 to “Martinez Concrete Construction LLC” for the period from May 10, 2016 to May 10, 2017. The named insured’s address is listed as “444 Garwood Drive, Ladson, SC 29456.” A copy of this policy is attached as Exhibit A.

12. The above-referenced policy (hereinafter “the Policy”) provided coverage for certain risks under the insuring agreement and excluded certain risks through policy exclusions. Plaintiff craves reference to the Policy for all of the terms, conditions, and provisions therein and incorporates them by reference herein.

13. The only party listed as a named insured in the declarations is “Martinez Concrete Construction LLC.” The Policy does not list “MARTINEZ CONCRETE, LLC” as a named insured in the declarations.

14. The Policy contains the following relevant provisions regarding who is entitled to coverage provided thereunder:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured . . .

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words or phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## **SECTION I - COVERAGES**

### **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

#### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. . . .

15. The policy contains the following relevant provisions within Section II – Who Is

An Insured:

## **SECTION II – WHO IS AN INSURED**

#### **1. If you are designated in the Declarations as:**

\* \* \*

- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

\* \* \*

#### **2. Each of the following is also an insured:**

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees" . . . , but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. . . .
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die . . . .
- d. Your legal representative if you die, but only with respect to duties as such. . . .
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. . . .

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

16. The insuring agreement of the Policy provides in relevant part as follows:

## **SECTION I - COVERAGES**

### **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

#### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. . . .
- b. This insurance applies to "bodily injury" and "property damage" only if:
  - (1) The "bodily injury" or "property damage" is caused by an "occurrence" . . . ; [and]
  - (2) The "bodily injury" or "property damage" occurs during the policy period . . . ; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. . . .

17. The Policy defines "occurrence" as follows:

- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

18. The Policy defines "property damage" as follows:

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that cause it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

19. The Policy contains the following exclusion, which provides in relevant part that this insurance does not apply to:

**a. Expected Or Intended Injury**

'Bodily injury' or 'property damage' expected or intended from the standpoint of the insured.

....

20. The Policy contains the following exclusion, which provides in relevant part that this insurance does not apply to:

**a. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

The Policy defines "insured contract" as follows:

**9. "Insured contract" means:**

\* \* \*

- f. That part of any other contract or agreement pertaining to your business . . . under which you assume the tort liability of another party to pay for "bodily injury"

or “property damage” to a third person or organization. Tort liability means a liability that would be imposed by law in absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which an insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured’s rendering or failure to render professional services . . . .

21. The Policy contain the following exclusion, which provides in relevant part that this insurance does not apply to:

**j. Damage To Property**

“Property damage” to:

\* \* \*

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired, or replaced because “your work” was incorrectly performed on it.

\* \* \*

Paragraph **(6)** of this exclusion does not apply to “property damage” included in the “products completed operations hazard.”

22. The Policy defines “products completed operations hazard” to include all “bodily injury” and “property damage” occurring away from premises the named insured owns or rents and arising out of the named insured’s completed work.

23. The Policy contains the following exclusion, which provides in relevant part that this insurance does not apply to:

**k. Damage To Your Product**

“Property damage” to “your product” arising out of it or any part of it.

24. The Policy contains the following exclusion, which, as modified by endorsement CG 22 94 10 01, provides in relevant part that this insurance does not apply to:

**I. Damage To Your Work**

“Property damage” to “your work” arising out of it or any part of it and included in the “products—completed operations hazard”.

25. The Policy contains the following exclusion, which provides in relevant part that this insurance does not apply to:

**m. Damage To Impaired Property Or Property Not Physically Injured**

“Property damage” to “impaired property” or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to “your product” or “your work” after it has been put to its intended use.

The Policy defines “impaired property” as follows:

8. “Impaired property” means tangible property, other than “your product” or “your work”, that cannot be used or is less useful because:
  - a. It incorporates “your product” or “your work” that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract of agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

26. The Policy contains the following exclusion, which provides in relevant part that this insurance does not apply to:

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) 'Your product';
- (2) 'Your work'; or
- (3) 'Impaired property';

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

27. The Policy contain Endorsement CG 21 44 07 98, entitled "Limitation of Coverage to Designated Premises or Project," which limits coverage to scheduled projects identified as "concrete construction – driveways / sidewalks only."

28. The Policy contains endorsement CG 22 79 12 07 98, which provides in relevant part as follows:

**EXCLUSION – CONTRACTORS – PROFESSIONAL LIABILITY**

\* \* \*

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
  - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor, and
  - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

2. Subject to Paragraph 3. below, professional services include:
  - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
  - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

29. The Policy contains Endorsement CG 80 03 11 04, which provides in relevant part as follows:

#### **EXCLUSION – TYPES OF PROJECTS**

\* \* \*

#### **SCHEDULE**

##### **TYPES OF PROJECTS BEING CONSTRUCTED**

Tract Homes

Condominiums

Apartments

Townhomes

Projects in excess of 25 units in a 12-month period

As respects the type of projects shown in the Schedule, this insurance does not apply.

30. The Policy contains Endorsement CG 80 05 10 06, which provides in relevant part as follows:

#### **LIMITATION OF COVERAGE FOR CONTINUOUS OR PROGRESSIVELY DETERIORATING LOSS, INJURY OR DAMAGE DURING MORE THAN ONE POLICY PERIOD**

\* \* \*

If this policy extends or is renewed for more than one annual period and applies to a loss involving continuous or progressively deteriorating “bodily injury”, “property damage” or “personal and advertising injury”, or any combination of them, then the following applies:

1. The most we will pay for all covered damages is the limit of the first annual policy period applicable to any such “bodily injury”, “property damage” or “personal and advertising injury”;
2. No more than one annual limit will apply to any such loss, regardless of whether such “bodily injury”, “property damage” or “personal and advertising injury” or any of them, began or existed before, or continued after, the one annual period applicable under paragraph 1. above.

31. The Policy contains Endorsement CG 80 19 11 04, entitled “Punitive Damages Exclusion Endorsement,” which excludes coverage punitive or exemplary damages.

32. The Policy contains Endorsement 80 24 10 06, which provides in relevant part as follows:

#### **MOVEMENT OF LAND, EARTH OR SOIL EXCLUSION**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to any and all, actual or alleged, “bodily injury”, “property damage” or “personal and advertising injury” caused directly or indirectly, based on or attributable to, arising out of, resulting from, or in any manner related to the “movement of land, earth or soil”, or the existence of the substance Bentonite in the soil. This exclusion applies regardless of any other cause or event contributing concurrently or in any sequence of manner to the loss including, but not limited to, the following causes:

1. Flood waters, surface waters, subterranean waters, percolating waters, riparian and navigable waters, waves, tidal water or tidal waves, overflow of streams or other bodies of water, spray from any of the foregoing, or irrigation or other appropriated waters, all whether driven by wind or not;
2. Storm or sanitary sewer drain stoppage or back flow or water which backs up through sewers or drains;
3. Surface water or water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways, foundations, walls or floors;
4. Water leakage, overflow or other escape from plumbing, heating, ventilating, air conditioning or other systems, equipment or appliances;
5. Any acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body;

6. Faulty, inadequate or defective:

- a. planning, zoning, development, surveying, siting;
- b. designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction, drainage;
- c. materials used in repair, construction, renovation or remodeling; or
- d. maintenance;

of part or all of any property wherever located.

As used herein, "movement of land, earth or soil" shall include, but is not limited, earthquake, landslide, subsidence, mudflow, sinkhole, erosion, upheaval, slippage, sliding, sinking, rising, shifting, tilting, expanding or contracting of earth or soil.

It is further agreed that this insurance shall not become excess of any reduced or exhausted underlying aggregate limit to the extent that such reduction is the result of claims, damage, loss or expense arising out of or in any way related to the above.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY NOT EXPRESSLY MODIFIED HEREIN REMAIN UNCHANGED.**

33. The Policy contains Endorsement CG 80 28 05 04, which provides in relevant part as follows:

**EXCLUSION – PRIOR WORK**

\* \* \*

**SCHEDULE**

**"Your Work" which was completed at any location prior to the effective date of this policy.**

This insurance does not apply to "bodily injury" or "property damage" included in the "products-competed operations hazard" and arising out of "your work" shown in the Schedule above.

We shall have no duty to defend any insured against any loss, claim, "suit" of other proceeding alleging damages arising out of or related to "bodily injury" or "property damage" to which this endorsement applies.

34. Upon information and belief, Cane Bay filed an action in the Court of Common Pleas for Berkeley County, South Carolina styled as follows: Del Webb at Cane Bay Association,

Inc. v. Pulte Home Company, LLC, Civil Action number 2021-CP-08-01360 (hereinafter “Underlying Lawsuit”). A copy of the Complaint is attached as Exhibit B.

35. Pulte Home Company, LLC and its affiliates (hereinafter “Pulte”) are alleged to have been the developer(s) and general contractor(s) for the construction of the Cane Bay community.

36. Cane Bay alleged that the common areas—“including without limitation the sidewalks, common area landscaping, and common area irrigation system”—were defectively constructed.

37. Cane Bay further alleged that the sidewalks “exhibit dramatically out-of-tolerance cross-slope,” thus creating a hazard for the community residents.

38. Cane Bay asserted causes of action against Pulte, RAM, and “Martinez Concrete, LLC” for negligence, breach of contract, breach of warranty, and unfair trade practices.

39. RAM asserted cross-claims against “Martinez Concrete, LLC” for negligence, breach of contract, breach of warranty, and indemnification. A copy is attached as Exhibit C.

#### **FOR A FIRST DECLARATION**

40. American Reliable repeats, re-alleges, and incorporates paragraphs 1 through 39 as if fully set forth herein verbatim.

41. RAM is not listed as a named insured under the Policy.

42. RAM does not qualify as an additional insured under the Policy.

43. “Martinez Concrete, LLC” and/or “MARTINEZ CONCRETE, LLC” are not listed as named insureds under the policy.

44. “Martinez Concrete, LLC” and/or “MARTINEZ CONCRETE, LLC” do not qualify as insureds under the policy.

45. Therefore, American Reliable requests a declaration that the Policy does not provide coverage for RAM, “Martinez Concrete, LLC” and “MARTINEZ CONCRETE, LLC.”

**FOR A SECOND DECLARATION**

46. American Reliable repeats, re-alleges, and incorporates paragraphs 1 through 45 as if fully set forth herein verbatim.

47. Upon information and belief, Cane Bay’s allegations do not fall within the meaning of “property damage” caused by an “occurrence,” as defined in the policy and South Carolina law.

48. American Reliable requests a declaration that the Policy does not provide coverage for some or all of the damages that may be awarded in this suit on this basis.

**FOR A THIRD DECLARATION**

49. The Plaintiff repeats, re-alleges, and incorporates paragraphs 1 through 48 as if fully set forth herein verbatim.

50. Upon information and belief, Cane Bay’s allegations seek recovery for damage to Martinez Concrete Construction, LLC’s work, should it be the proper defendant.

51. The claims against Martinez Concrete Construction, LLC are excluded by one of more of the following “business risk” exclusions:

- j. Damage To Property;
- k. Damage To Your Product;
- l. Damage To Your Work;
- m. Damage To Impaired Property Or Property Not Physically Injured; and/or
- n. Recall Of Products, Work Or Impaired Property

52. American Reliable requests a declaration that the Policy does not provide coverage for some or all of the damages that may be awarded in this suit on this basis.

**FOR A FOURTH DECLARATION**

53. American Reliable repeats, re-alleges, and incorporates paragraphs 1 through 52 as if fully set forth herein verbatim.

54. Liability for any alleged breaches of contract or warranty by the underlying defendants is not within the scope of the risk a liability policy is intended to cover.

55. Therefore, American Reliable is entitled to a declaration that the Policy does not provide coverage for any alleged breaches of contract or warranty in the Underlying Lawsuit.

**FOR A FIFTH DECLARATION**

56. The Plaintiff repeats, re-alleges, and incorporates paragraphs 1 through 55 as if fully set forth herein verbatim.

57. The Policy excludes coverage for “property damage” expected or intended from the standpoint of the insured.

58. The alleged defects are the reasonably expectable result of failure to properly perform the relevant scope of work.

59. American Reliable requests a declaration that the Policy does not provide coverage for some or all of the damages that may be awarded in this suit on this basis.

**FOR A SIXTH DECLARATION**

60. American Reliable repeats, re-alleges, and incorporates paragraphs 1 through 59 as if fully set forth herein verbatim.

61. The Policy limits coverage to “property damage” associated with concrete construction, driveways, and sidewalks.

62. American Reliable requests a declaration that the Policy does not provide coverage for any damages awarded in connection with any work outside the scheduled risk.

**FOR A SEVENTH DECLARATION**

63. The Plaintiff repeats, re-alleges, and incorporates paragraphs 1 through 62 as if fully set forth herein verbatim.

64. The Policy excludes coverage for professional liability relating to engineering, architectural, or surveying work, including liability for providing or failure to provide said services in connection with the insured's work.

65. American Reliable requests a declaration that the Policy does not provide coverage for any damages awarded in connection with the excluded professional services.

**FOR AN EIGHTH DECLARATION**

66. The Plaintiff repeats, re-alleges, and incorporates paragraphs 1 through 65 as if fully set forth herein verbatim.

67. Liability for "property damage" to tract home, condominium, and townhome projects is excluded.

68. Liability for "property damage" to projects in excess of 25 units in a 12-month period is excluded.

69. American Reliable requests a declaration that the Policy does not provide coverage should the Cane Bay project fall within these categories.

**FOR A NINTH DECLARATION**

70. The Plaintiff repeats, re-alleges, and incorporates paragraphs 1 through 69 as if fully set forth herein verbatim.

71. The Policy excludes coverage for continuous or progressive damage that began prior to the policy period.

72. American Reliable requests a declaration that the Policy does not provide coverage for “property damage” that began prior to the policy period.

**FOR A TENTH DECLARATION**

73. The Plaintiff repeats, re-alleges, and incorporates paragraphs 1 through 72 as if fully set forth herein verbatim.

74. The Policy excludes coverage for punitive and exemplary damages.

75. American Reliable requests a declaration that the policy does not provide coverage for punitive and/or exemplary damages.

**FOR AN ELEVENTH DECLARATION**

76. American Reliable repeats, re-alleges, and incorporates paragraphs 1 through 75 as if fully set forth herein verbatim.

77. The policy excludes coverage for “property damage” caused by “movement of land, earth or soil.”

78. The Policy defines “movement of land, earth or soil” to include, among other things, subsidence, upheaval, shifting, or tilting of earth or soil, regardless of whether other causes contributed to the condition.

79. American Reliable requests a declaration that any damages awarded for “property damage” related to “movement of land, earth or soil” as defined in the exclusion, are not covered.

**FOR A TWELFTH DECLARATION**

80. American Reliable repeats, re-alleges, and incorporates paragraphs 1 through 79 as if fully set forth herein verbatim.

81. The Policy excludes coverage for work that was completed prior to the effective date of the policy, May 10, 2016.

82. American Reliable requests a declaration that coverage does not exist for this claim if Martinez Concrete Construction, LLC's work was completed prior to May 10, 2016.

Accordingly, American Reliable requests that this honorable Court inquire into these matters and declare that coverage does not exist and American Reliable owes no duty to indemnify because coverage does not exist for this claim, or in the alternative, American Reliable requests a declaration as to the amount of covered damages, together with American Reliable's costs and disbursements incurred and such other and further relief as the court may deem just and proper.

Respectfully submitted,

MURPHY & GRANTLAND, P.A.

s/Timothy J. Newton

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